

- ii) engage in any transactions or take any action or omit to take any action which will or could adversely affect its rights or interest in, or the validity of, the Licenses;
 - iii) sell, lease, license, cause to arise any lien or otherwise dispose of the Licenses; and
 - iv) take any action that would make any representation or warranty of Seller under this Agreement materially inaccurate at, or as of any time prior to the Closing Date, or omit to take any action necessary to prevent any such representation or warranty from being materially inaccurate at any such time;
- e) From the Effective Date until the Closing Date, unless this Agreement is terminated earlier in accordance with its provisions, Seller shall:
 - i) notify Buyer of any breach or inaccuracy of any representation or warranty of Seller made by Seller as of the Execution Date; and
 - ii) comply with all applicable laws concerning the Licenses and this Agreement, including FCC Rules and the Communications Act.
- f) Seller shall:
 - i) maintain all of its rights and interest in, and the validity of, the License in compliance with the Communications Act and the FCC Rules;
 - ii) conduct its operations in accordance with the conditions established by the FCC for maintaining the Licenses; and
 - iii) promptly provide Buyer with copies of all applications and other correspondence to the FCC and any notices, authorizations, orders or correspondence received from the FCC that directly pertain to the Licenses.
- g) Seller has the requisite power, authority and legal right to execute, deliver and perform this Agreement; this Agreement has been duly executed and delivered on behalf of Seller; and this Agreement constitutes the legal, valid and binding respective obligations of Seller, enforceable in accordance with their respective terms.
- h) the Licenses are valid and Seller is in compliance with all statutes, rules, regulations and policies of the FCC concerning construction and operation of the Licenses and the facilities associated therewith, and the Licenses are fully constructed and operational as required by FCC Rules.

Article IV – Non-Disclosure

Seller and Buyer agree that this Agreement, including the exhibits, is confidential information. Notwithstanding any provision to the contrary, the Parties agree that:

- a) each Party shall be entitled to disclose this Agreement to such Party's officers, directors, employees, legal counsel, accountants and corporate affiliates in order to understand, evaluate, administer, implement and/or enforce this Agreement provided each such permitted recipient of a copy of this Agreement understands that this Agreement is confidential; and
- b) each Party shall be entitled to publicly disclose this Agreement to the extent such disclosure is necessary in any legal, judicial, administrative or dispute resolution proceeding in which a Party seeks the enforcement of, and/or an interpretation of, this Agreement.

Article V – Indemnification

- a) Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, attorneys, agents and affiliates from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of:
 - i) acts and/or omissions of Seller or anyone acting under Seller's direction or control or on Seller's behalf during the term of this Agreement; and/or
 - ii) any default or breach of any provision, representation, covenant and/or warranty of Seller under this Agreement.
- b) Buyer shall indemnify, defend, and hold harmless Seller from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of:
 - i) acts and/or omissions of Buyer or anyone acting under Buyer's direction or control or on Buyer's behalf during the term of this Agreement; and/or
 - ii) any default or breach of any provision, representation, covenant and/or warranty of Buyer under this Agreement.

Article VII – Governing Laws/Disputes

- a) This Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to its choice of law rules.
- b) Notwithstanding any other provisions of this Agreement, any controversy or claim between the Parties arising out of or relating to the enforcement, construction, or performance of this agreement shall be resolved by neutral binding arbitration governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Arbitration shall be conducted by one arbitrator only, whom the Parties shall select by mutual agreement, or who shall be appointed by the AAA if the Parties are unable to agree in writing on the selection of an arbitrator within 30 days after a Party first submits a demand for arbitration. Arbitration shall take place at a location to be agreed upon by the Parties, and if the Parties do not agree upon such a location within 30 days after a

Party first submits a demand for arbitration, then the location shall be a site in Alexandria, Virginia.

Article VIII – Publicity

- a) No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder shall be issued by Buyer without prior written approval of Seller.
- b) Any technical paper, article, publication, or announcement of advances generated in connection with the services under this Agreement, during the period of performance of the Agreement shall require Seller's prior written approval.

Article IX – Notices

All notices, requests, demands, and other communications permitted or required under this Agreement shall be in writing and shall be sent via (i) facsimile and will be deemed to be received upon receipt of a facsimile confirmation page or (ii) via nationally recognized courier service (e.g., Federal Express or UPS) and will be deemed to be received upon the earlier of the date of delivery by said courier service or the date upon which deliver by said courier service is refused by the recipient:

- a) To Buyer, at: Duquesne Light Company
Lee W. Pillar
Communications Engineer
2839 New Beaver Ave
Pittsburgh, PA 15233-1003
Mail Drop N2-DOC
Tel 412-393-8433
Cell 412-779-6067
Fax 412-393-8655
LPillar@duqlight.com
- b) To Seller at: John Reardon
CEO
MCLM, LLC
218 North Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555
(703) 887-2109 cell
Fax: (703) 548-4399

Article X – Termination

This Agreement may be terminated at any time before the Closing Date only as follows:

- a) by mutual written consent of Seller and Buyer;
- b) by either Seller or Buyer, upon written notice to the other Party, in accordance with the terms of Article II (e); and
- c) by either Seller or Buyer, upon written notice to the other Party, of an uncured material breach by the other Party of an obligation or a representation or warranty of such other Party under this Agreement, provided that the non-breaching Party shall have promptly given the breaching Party written notice of same and the breaching Party shall not have cured same within 30 days of receipt of said notice; provided, further, that the non-breaching Party is not itself in material breach of its representations, warranties, covenants or agreements contained herein.
- d) In the event of termination, Seller will refund Buyer the Purchase Price entirely, unless termination is due to Buyer's material breach of this Agreement, in which case Buyer will refund half the Purchase Price (\$62,500.00) and retain the rest as its liquidated damages.

Article XI – Entire Agreement

This Agreement, and the exhibits hereto, constitute the entire agreement between Buyer and Seller. It supersedes all prior contemporaneous communication, representations or agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement herein made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound.

DUQUESNE LIGHT COMPANY

By: _____

Date: _____

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
John Reardon, CEO

Date: _____

EXHIBIT A

The following channel pairs:

- 1.) 217/219.0250 MHz
- 2.) 217/219.0875 MHz
- 3.) 217/219.1500 MHz
- 4.) 217/219.2125 MHz
- 5.) 217/219.9750 MHz

The following locations, with one simplex channel of 50 kHz used at each location (for example, 217.9750 MHz at Plumb, 219.9750 MHz at Dravosburgh, etc):

- 1.) Clinton 40-30-29 N 80-18-18W
- 2.) Dravosburgh 40-22-30 79-53-23 (this site shall use 219.9750 MHz and be limited to 10 watts ERP)
- 3.) Hopewell 40-36-16 80-14-38
- 4.) Mt. Washington 40-25-34 80-00-13
- 5.) North 40-32-32 79-59-21
- 6.) Plumb 40-28-18 79-43-25 (this site shall use 217.9750 MHz and be limited to 5 w ERP, 180 ft. transmitter location, and with a directional antenna used which is pointing southwest, away from Westmoreland County)
- 7.) Raccoon 40-38-25 80-19-59
- 8.) Shippingport 40-37-01 80-26-22
- 9.) Valley 40-42-59 80-17-40
- 10.) Wilmerding 40-24-06 79-48-49

Pillar, Lee W

From: Sprock, Mark L.
Sent: Wednesday, February 17, 2010 9:45 AM
To: Gannon, Lesley
Cc: Pillar, Lee W; Grubbs JR., Walter H.; DeLost, Ruth A.
Subject: FW: RF Licenses

Lesley:

After further discussion, Lee, Chip and myself believe it is prudent to move forward with the purchase of the RF licenses from MCLM. We are satisfied with the technical portions of this agreement.

Please free to contact John Reardon of MCLM to finalize the agreement. Lee will assist you as required.

Thanks again
Mark

From: Sprock, Mark L.
Sent: Wednesday, February 10, 2010 5:32 PM
To: Gannon, Lesley
Subject: RF Licenses

Lesley:

Lee, Chip and I will meet to discuss the changes/modifications that MCLM supplied in their document yesterday. We will get back to you shortly.

Thanks
Mark

Pillar, Lee W

From: Gannon, Lesley
Sent: Wednesday, February 17, 2010 11:32 AM
To: Sprock, Mark L.; Pillar, Lee W
Subject: FW: MCLM Radio Frequency Licenses
Attachments: Wire Instructions-MCLM.doc

Mark and Lee,

I am finalizing the Agreement (cleaning it up for execution). When should it be dated and when will the payment be sent to MCLM? (Please see payment options, below.) Will Ruth sign?

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Wednesday, February 17, 2010 11:30 AM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Lesley,

Thanks for your call. The changes look good, as we discussed.

We will file the FCC assignment application once payment is received. We take care of all that at our expense, as I mentioned.

Here is our wire information attached. For a FEDEX, please mail to:

Maritime Communications/Land Mobile, LLC
Attention: Sharon Watkins, Accounts Receivable
1601 Greentree Court
Suite C
Clarksville, IN 47129
(812) 280-8609

Please call or email me if you need anything.

John

John Reardon
CEO
Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

On 2/17/10 11:05 AM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:

Mr. Reardon,

I have attached a redlined Asset Purchase Agreement for your review and comment relative to the purchase by Duquesne Light Company of certain radio frequency licenses. Once you have had a chance to review the attached Agreement, I'd like to schedule some time to discuss any issues that you may have regarding Duquesne Light's comments.

Thank you for your time and I look forward to hearing from you soon.

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

Pillar, Lee W

From: Gannon, Lesley
Sent: Wednesday, February 17, 2010 11:06 AM
To: 'xreardon@earthlink.net'
Cc: Pillar, Lee W; Sprock, Mark L.
Subject: MCLM Radio Frequency Licenses
Attachments: Duquesne APA 2 9 10.v3.doc

Mr. Reardon,

I have attached a redlined Asset Purchase Agreement for your review and comment relative to the purchase by Duquesne Light Company of certain radio frequency licenses. Once you have had a chance to review the attached Agreement, I'd like to schedule some time to discuss any issues that you may have regarding Duquesne Light's comments.

Thank you for your time and I look forward to hearing from you soon.


Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

Pillar, Lee W

From: John Reardon [xreardon@earthlink.net]
Sent: Friday, February 19, 2010 12:00 PM
To: Pillar, Lee W; Louis Eisenberg
Subject: 889-960 MHz band contact information

Lou Eisenberg, Sr. Account Manager



Proud Member of
LinkedIn Group 
1064 Greenwood Boulevard • Suite 200
Lake Mary, Florida 32746
leisenberg@spectrumbridge.com
(407) 792-1570 • SpectrumBridge.com

Lee's number is 412-779-6067.

Thanks

John

Pillar, Lee W

From: Gannon, Lesley
Sent: Friday, February 19, 2010 4:16 PM
To: 'John Reardon'
Cc: Sprock, Mark L.; Whitfield, Maureen A.; Pillar, Lee W
Subject: RE: MCLM Radio Frequency Licenses

John,

Thank you for the confirmation. Please let us know when we may begin working with the radio frequencies. We are anxious to get started.

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [mailto:xreardon@earthlink.net]
Sent: Friday, February 19, 2010 4:13 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Les,

I just wanted to confirm that we did receive the wire for \$125K this afternoon.

Thanks and have a nice weekend.

John

On 2/19/10 11:12 AM, "Gannon, Lesley" <LGannon@duglight.com> wrote:

John,

Thanks for sending this. The wire should go out to you today or tomorrow, but we will still need a fully-executed original. Would you please sign and return the agreement I mailed yesterday?

Thank you!

Lesley C. Gannon

Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [mailto:xreardon@earthlink.net]
Sent: Thursday, February 18, 2010 4:48 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Les,

Here is the signed copy of the signature page. I will mail the entire agreement to you if you like, or wait until I get your original, sign that and send it back.

Thanks,

John

On 2/18/10 2:40 PM, "Gannon, Lesley" <LGannon@duglight.com> wrote:
John,

Attached is the executed Agreement. The original will go out in today's mail.

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [mailto:xreardon@earthlink.net]
Sent: Thursday, February 18, 2010 1:46 PM
To: Gannon, Lesley
Cc: Sprock, Mark L.
Subject: Re: MCLM Radio Frequency Licenses

Thanks, Les.

Once I get the signed agreement I will sign and scan it back, and overnight the original to you.

Please let me know if there are any questions at any point in time.

Sincerely,

John

On 2/18/10 1:42 PM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:
John,

I am waiting for the appropriate signature, but we should have the Agreement executed in the next day or so. I will scan and email it to you before mailing. Once we receive a copy with MCLM's signature, we will initiate a wire. I put a February 28, 2010 deadline for payment in the Agreement.

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Thursday, February 18, 2010 1:25 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Lesley,

I hope you are not getting too much snow up there today. I spoke with my Mom in Waynesburg, and she told me there may be another major storm coming your way! Wow, what a winter this has been.

Here in Virginia the sun is out and its finally starting to melt the snow, there must be 3 feet on the ground still.

I wanted to touch base with you to see if you have learned anything from the accounting department relative to when we can enter the contract, get payment and file the FCC application. As you may recall, the FCC requires 21 days after filing before commencement of operations. And it will take us a day or two to prepare the FCC filing.

Please let me know when you find out.

Sincerely,

John

John Reardon
CEO
Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

On 2/17/10 11:29 AM, "John Reardon" <xreardon@earthlink.net> wrote:
Dear Lesley,

Thanks for your call. The changes look good, as we discussed.

We will file the FCC assignment application once payment is received. We take care of all that at our expense, as I mentioned.

Here is our wire information attached. For a FEDEX, please mail to:

Maritime Communications/Land Mobile, LLC
Attention: Sharon Watkins, Accounts Receivable
1601 Greentree Court
Suite C
Clarksville, IN 47129
(812) 280-8609

Please call or email me if you need anything.

John

John Reardon
CEO
Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314

(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

On 2/17/10 11:05 AM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:
Mr. Reardon,

I have attached a redlined Asset Purchase Agreement for your review and comment relative to the purchase by Duquesne Light Company of certain radio frequency licenses. Once you have had a chance to review the attached Agreement, I'd like to schedule some time to discuss any issues that you may have regarding Duquesne Light's comments.

Thank you for your time and I look forward to hearing from you soon.

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

Pillar, Lee W

From: John Reardon [xreardon@earthlink.net]
Sent: Friday, February 19, 2010 4:20 PM
To: Gannon, Lesley
Cc: Sprock, Mark L.; Whitfield, Maureen A.; Pillar, Lee W
Subject: Re: MCLM Radio Frequency Licenses

Les,

We will prepare the application Monday and file it ASAP.

We will call you Monday afternoon with our FCC counsel to verify the information before we file.

John

On 2/19/10 4:15 PM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:

John,

Thank you for the confirmation. Please let us know when we may begin working with the radio frequencies.
We are anxious to get started.

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Friday, February 19, 2010 4:13 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Les,

I just wanted to confirm that we did receive the wire for \$125K this afternoon.

Thanks and have a nice weekend.

John

On 2/19/10 11:12 AM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:
John,

Thanks for sending this. The wire should go out to you today or tomorrow, but we will still need a fully-executed original. Would you please sign and return the agreement I mailed yesterday?

Thank you!

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Thursday, February 18, 2010 4:48 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Les,

Here is the signed copy of the signature page. I will mail the entire agreement to you if you like, or wait until I get your original, sign that and send it back.

Thanks,

John

On 2/18/10 2:40 PM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:
John,

Attached is the executed Agreement. The original will go out in today's mail.

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219

412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Thursday, February 18, 2010 1:46 PM
To: Gannon, Lesley
Cc: Sprock, Mark L.
Subject: Re: MCLM Radio Frequency Licenses

Thanks, Les.

Once I get the signed agreement I will sign and scan it back, and overnight the original to you.

Please let me know if there are any questions at any point in time.

Sincerely,

John

On 2/18/10 1:42 PM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:
John,

I am waiting for the appropriate signature, but we should have the Agreement executed in the next day or so.
I will scan and email it to you before mailing. Once we receive a copy with MCLM's signature, we will initiate a wire. I put a February 28, 2010 deadline for payment in the Agreement.

Les

Lesley C Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Thursday, February 18, 2010 1:25 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Lesley,

I hope you are not getting too much snow up there today. I spoke with my Mom in Waynesburg, and she told me there may be another major storm coming your way! Wow, what a winter this has been.

Here in Virginia the sun is out and its finally starting to melt the snow, there must be 3 feet on the ground still.

I wanted to touch base with you to see if you have learned anything from the accounting department relative to when we can enter the contract, get payment and file the FCC application. As you may recall, the FCC requires 21 days after filing before commencement of operations. And it will take us a day or two to prepare the FCC filing.

Please let me know when you find out.

Sincerely,

John

John Reardon
CEO
Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

On 2/17/10 11:29 AM, "John Reardon" <xreardon@earthlink.net> wrote:
Dear Lesley,

Thanks for your call. The changes look good, as we discussed.

We will file the FCC assignment application once payment is received. We take care of all that at our expense, as I mentioned.

Here is our wire information attached. For a FEDEX, please mail to:

Maritime Communications/Land Mobile, LLC
Attention: Sharon Watkins, Accounts Receivable
1601 Greentree Court
Suite C
Clarksville, IN 47129
(812) 280-8609

Please call or email me if you need anything.

John

John Reardon
CEO
Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

On 2/17/10 11:05 AM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:
Mr. Reardon,

I have attached a redlined Asset Purchase Agreement for your review and comment relative to the purchase by Duquesne Light Company of certain radio frequency licenses. Once you have had a chance to review the attached Agreement, I'd like to schedule some time to discuss any issues that you may have regarding Duquesne Light's comments.

Thank you for your time and I look forward to hearing from you soon.

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

Pillar, Lee W

From: Gannon, Lesley
Sent: Tuesday, February 23, 2010 4:15 PM
To: 'John Reardon'
Cc: Sprock, Mark L.; Pillar, Lee W; DeLost, Ruth A.; Noble, Joann
Subject: RE: MCLM Radio Frequency Licenses

John,

I'm researching the necessity of providing the information, as we are a public utility and not intending to use the frequencies for commercial (i.e., radio station) purposes. Completing the information will be extremely time consuming for DLC, as we are owned by large multinational interests. Determining whether the owners, directors and officers of DLC have any interest in other FCC-regulated companies will take significant time. I want to be sure that I've adequately researched alternatives before we request information from our owners and board regarding licenses held by their many other investments.

Les

From: John Reardon [mailto:xreardon@earthlink.net]
Sent: Tuesday, February 23, 2010 3:58 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Lesley,

I hope you are doing well. Do you have the information from Curt Brown to fill out for the application?

I think its an ownership report he needs to file for Duquesne, since you don't already have one on file with the FCC, he told me.

Please let me know how I can help.

John

On 2/19/10 4:21 PM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:

Thanks.

Have a great weekend.

Les

From: John Reardon [mailto:xreardon@earthlink.net]
Sent: Friday, February 19, 2010 4:20 PM
To: Gannon, Lesley
Cc: Sprock, Mark L.; Whitfield, Maureen A.; Pillar, Lee W
Subject: Re: MCLM Radio Frequency Licenses

Les,

We will prepare the application Monday and file it ASAP.

We will call you Monday afternoon with our FCC counsel to verify the information before we file.

John

On 2/19/10 4:15 PM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:

John,

Thank you for the confirmation. Please let us know when we may begin working with the radio frequencies.
We are anxious to get started.

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Friday, February 19, 2010 4:13 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Les,

I just wanted to confirm that we did receive the wire for \$125K this afternoon.

Thanks and have a nice weekend.

John

On 2/19/10 11:12 AM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:

John,

Thanks for sending this. The wire should go out to you today or tomorrow, but we will still need a fully-executed original. Would you please sign and return the agreement I mailed yesterday?

Thank you!

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Thursday, February 18, 2010 4:48 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Les,

Here is the signed copy of the signature page. I will mail the entire agreement to you if you like, or wait until I get your original, sign that and send it back.

Thanks,

John

On 2/18/10 2:40 PM, "Gannon, Lesley" <LGannon@duqlight.com> wrote:
John,

Attached is the executed Agreement. The original will go out in today's mail.

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Thursday, February 18, 2010 1:46 PM
To: Gannon, Lesley

Cc: Sprock, Mark L.
Subject: Re: MCLM Radio Frequency Licenses

Thanks, Les.

Once I get the signed agreement I will sign and scan it back, and overnight the original to you.

Please let me know if there are any questions at any point in time.

Sincerely,

John

On 2/18/10 1:42 PM, "Gannon, Lesley" <LGannon@duglight.com> wrote:
John,

I am waiting for the appropriate signature, but we should have the Agreement executed in the next day or so. I will scan and email it to you before mailing. Once we receive a copy with MCLM's signature, we will initiate a wire. I put a February 28, 2010 deadline for payment in the Agreement.

Les

Lesley C. Gannon
Attorney at Law
Legal and Environmental Services
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1518 - telephone
412-383-1418 - fax

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Thursday, February 18, 2010 1:25 PM
To: Gannon, Lesley
Subject: Re: MCLM Radio Frequency Licenses

Dear Lesley,

I hope you are not getting too much snow up there today. I spoke with my Mom in Waynesburg, and she told me there may be another major storm coming your way! Wow, what a winter this has been.

Here in Virginia the sun is out and its finally starting to melt the snow, there must be 3 feet on the ground still.

I wanted to touch base with you to see if you have learned anything from the accounting department relative

to when we can enter the contract, get payment and file the FCC application. As you may recall, the FCC requires 21 days after filing before commencement of operations. And it will take us a day or two to prepare the FCC filing.

Please let me know when you find out.

Sincerely,

John

John Reardon
CEO
Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

On 2/17/10 11:29 AM, "John Reardon" <xreardon@earthlink.net> wrote:
Dear Lesley,

Thanks for your call. The changes look good, as we discussed.

We will file the FCC assignment application once payment is received. We take care of all that at our expense, as I mentioned.

Here is our wire information attached. For a FEDEX, please mail to:

Maritime Communications/Land Mobile, LLC
Attention: Sharon Watkins, Accounts Receivable
1601 Greentree Court
Suite C
Clarksville, IN 47129
(812) 280-8609

Please call or email me if you need anything.

John

John Reardon
CEO